



STATE OF TENNESSEE  
Tennessee State Veterans' Home Board

**REQUEST FOR PROPOSALS # 32399-00820  
AMENDMENT # 2  
FOR PHARMACY SERVICES**

DATE: 6/19/2020

RFP # 32399-00820 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 26, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	May 29, 2020
3. Notice of Intent to Respond Deadline	2:00 p.m.	June 1, 2020
4. Written "Questions & Comments" Deadline	2:00 p.m.	June 5, 2020
5. State Response to Written "Questions & Comments"		June 19, 2020
6. Response Deadline	2:00 p.m.	June 29, 2020
7. State Completion of Technical Response Evaluations		July 7, 2020
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 8, 2020
9. Negotiations		July 8-13
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	July 13, 2020
11. End of Open File Period		July 20, 2020
12. State sends contract to Contractor for signature		July 21, 2020
13. Contractor Signature Deadline	2:00 p.m.	July 24, 2020

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

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Q #	RFP Section	Question	Response
1	RFP Attachment 6.6 Pro Forma Section D. 32, page 49-52	In the first paragraph of Section D32 which runs from pages 13-14, can "Contractor agrees to name the State as an additional insured..." be revised to "Contractor agrees to include the State as an additional insured..."?	Yes, including the State as an Additional Insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance is acceptable. Please see Section 3 of this amendment below.
2	RFP Attachment 6.6 Pro Forma Section D. 32, page 49-52	In the first paragraph of Section D32 which runs from pages 13-14, can "All policies must contain an endorsement for a waiver of subrogation in favor of the State." be revised to "All policies, referenced here within, must contain an endorsement for a waiver of subrogation in favor of the State."	Yes, revising the wording to "All policies, referenced here within, must contain an endorsement for a waiver of subrogation in favor of the State," is acceptable. Please see Section 3 of this amendment below
3	RFP Attachment 6.6 Pro Forma Section D. 32, page 49-52	In the first paragraph of Section D32 which runs from pages 13-14, can you remove the following, "Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State."? Our policies contain SIR varying by policy of between \$500K and \$20MM.	Yes, this change is acceptable, however, the Contractor must understand that the deductible or SIR and any premiums are the Contractor's sole responsibility. Please see Section 3 of this amendment below
4	RFP Attachment 6.6 Pro Forma Section D. 32, page 49-52	In the third paragraph of Section D32 on page 14, can you remove the following, "Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy."? While our policies do cover any temporary employees in our pharmacy, our policies do not provide coverage to our subcontractors. All of our subcontractors are required to maintain insurance.	The State will not be removing the requirement that the Contractor provides evidence that its subcontractors have either their own coverage or coverage through the Contractor.

5	RFP Attachment 6.6 Pro Forma Section D. 32, page 49-52	In the third paragraph of Section D32 on page 14, can you remove the following, "The State reserves the right to required complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time."? We can confirm coverage, but we do not provide complete copies of our policies to any third parties as they are proprietary, confidential, and extraordinarily long.	Please see Section 3 of this amendment below
6	RFP Attachment 6.6 Pro Forma Section D. 32, page 49-52	Can the first sentence of the first paragraph on page 15 of Section D32 be revised as follows, "The insurance obligations under this Contract shall be: <del>(1) all the insurance coverage and policy limits carried by the Contractor; or (2) the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater.</del> "	Please see Section 3 of this amendment below
7	RFP Att. 6.6 Pro Forma Section B1 page 41	what is the intended start date of the contract	October 1, 2020. Please see Amendment 1 to this RFP
8	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	In regards to PointClickCare (PCC), are your four current facilities currently interfaced/integrated with the current pharmacy provider?	Yes.
9	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	In regards to PointClickCare (PCC), will the new pharmacy provider be expected to provide laptop and medication/treatment cart laptop arms?	The laptops on the carts are TSVHB property. The new pharmacy provider will be expected to provide the arms.
10	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Will the new pharmacy provider be expected to print monthly MARs for each facility in addition to PointClickCare?	No
11	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Does the TSVHB already have an established formulary with the current pharmacy provider?	Yes

12	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	If the answer to question #11 above is yes, would it be possible to obtain a copy of the current formulary?	It is an Omnicare formulary. The State does not have the ability to share it as it is proprietary to Omnicare.
13	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Will all four facilities be going live with the new pharmacy provider on October 1st?	Yes
14	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Would it be possible to obtain a one month statement of medications dispensed to each facility?	Yes. See attached January and May 2020 list with PHI removed. Please remember that during the month of May 2020, all TSVHB facilities experienced a significant drop in census as compared to previous due to the ongoing COVID-19 pandemic. The budgeted census for 2019-2020 was 131 for the Murfreesboro and Humboldt TSVHs, 134 for the Knoxville TSVH, and 106 for the Clarksville TSVH.
15	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	What is the current Resident Mix at each facility? (i.e. Medicare, Managed Care, Private Pay, Medicaid, Hospice)	Murfreesboro-PP 20%, Medicare 3%, Medicaid 25%, VA Higher Per Diem 52%. Humboldt-PP 27%, Medicare 6%, Medicaid 35%, Insurance 1%, VA Higher Per Diem 31%. Knoxville-PP 40%, Medicare 5%, Medicaid 23%, Insurance 5%, VA Higher Per Diem 27%. Clarksville-PP 14%, Medicare 6%, Medicaid 29%, VA Higher Per Diem 52%
16	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	What kind of medication packaging is each facility currently utilizing? (i.e. Blister Card, Strip Packaging, etc.)	Strip package
17	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Is your current pharmacy provider dispensing the medications on a Cycle Fill or On-Demand Fill?	Cycle
18	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	How many days supply is being dispensed by the current pharmacy provider?	7 for usual meds and 30 for narcotics or controlled
19	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	How many medication and treatment carts will be needed at each facility?	10
20	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	How many nursing stations are there in each facility?	The Murfreesboro, Humboldt and Knoxville TSVHs each have three (3) nursing stations. The Clarksville TSVH has nine (9) twelve-bed "houses," each of which has a nursing station.
21	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	What is the current census at each facility?	Clarksville-96, Humboldt-104, Murfreesboro-112, Knoxville-115

22	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	In addition to the four current facilities that are open, are there projected opening dates for the other locations?	The Bradley County (Cleveland) TSVH was scheduled to open in Summer 2021 but has had delays and was just rescheduled to open Spring 2022. There is no projected date for the West Tennessee (Arlington)TSVH opening at this time as the project is dependent upon federal funding.
23	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	In the case of a medication pending coverage situation, what is the expectation of quantity sent?	7 days
24	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	In regards to the above question #23, if coverage is not obtained, who is responsible for the charge?	facility or Resident depending on payor type
25	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	How many first dose systems does each facility currently have?	1
26	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Are the current first dose systems an automated dispensing cabinet of some kind?	yes
27	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	How many Technical Response Copies are expected to be submitted? In the past it was three but it is unclear in the current RFP.	Per Section 3.2 of the RFP, if you are mailing utilizing the Digital Media Submission, you will supply one (1) digital document in PDF format on either an USB or CD-R via mail. If you are utilizing the Email submission you will send one (1) digital document via email to the Solicitation coordinator. Technical Response emails must be clearly labeled in the subject line utilizing a "1 of X" format and the Cost proposal must be submitted in a completely separate email. The State currently has a mail limit of 25MB per email so it may be necessary to break down the proposal into multiple emails.
28	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Since the TSVH is currently implemented with PCC will paper copies of MARs, TARs and POS be needed each month?	no
29	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	With PCC implementation will you still request monthly reports for antibiotics, psychotropics, psychoactive and hypnotic drugs	yes
30	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Do you have an approximate open date for the Bradley County and Arlington locations	The Bradley County (Cleveland) TSVH was scheduled to open in Summer 2021 but has had delays and was just rescheduled to open Spring 2022. There is no projected date for the West Tennessee (Arlington)TSVH opening at this time as the project is dependent upon federal funding.

31	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Will contractor provide Flu Vaccine	yes
32	RFP Att. 6.2 Section C, Item C6 page 26	Item Ref C.6 can you please clarify exactly which monitoring programs and processes you are referencing	Monitoring quality of services provided, regulatory compliance.
33	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Do you have an anticipated timeline for opening the two new facilities (Bradley County and Arlington)? Can you provide any details regarding the anticipated census/resident size of the homes?	The Bradley County (Cleveland) TSVH was scheduled to open in Summer 2021 but has had delays and was just rescheduled to open Spring 2022. There is no projected date for the West Tennessee (Arlington)TSVH opening at this time as the project is dependent upon federal funding. Cleveland will have 108 beds, Arlington 126 beds.
34	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	What is an improvement you are looking for in medicine availability?	Respondents should review the RFP, the pro forma, and the Attachments to the RFP for the services sought by the RFP.
35	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	How often are medications currently delivered?	daily
36	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	What type of packaging is most preferred? Are there specific packaging requirements you have?	strip package
37	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	What are the facilities current packaging preferences?	strip package
38	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Do you have any special requirements/requests regarding consulting services at your facilities?	monthly Pharmacist consult
39	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Do you interface with PCC?	Yes
40	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	What features of PCC have you been taking advantage of?	reports, med audits
41	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	When you discontinue a medication, can you explain the current process used?	order received, PCC updated, Pharmacy notified, med removed from cart

42	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	How do you handle emergency and STAT med needs?	backup pharm. First dose cab
43	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Do you have an online portal for med management?	no
44	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Does your pharmacy target and manage quantity limits?	no
45	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	How are you alerted when a medication from your daily order will be delayed?	phone
46	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	What are the facilities' cycle? a. Prefer two week or 30 day supply?	2 weeks
47	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	What are their current delivery schedules? a. Weekends? b. How many per day?	different with each facility
48	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	What "First Dose" method is currently used?	OmniCell
49	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	How many beds does each facility have?	The Murfreesboro, Humboldt, and Knoxville TSVHs each have 140 beds. The Clarksville TSVH has 108 beds.
50	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	What is the payer split?	0
51	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Who is to be billed when a medication is not covered, a PA is in process, MD non-response on PA, Facility early refill requests?	facility or Resident depending on payor type
52	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Are there Independent Living homes or assisted living offered along with the SNF? If yes, would we be servicing these as well?	No, the TSVH Board does not presently operate independent living or assisted living facilities.
53	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	What is the billing method you are looking for, Per Diem or Fee For Service?	Fee for Service

54	RFP section 3.1.1.2. page 7	Is a font size smaller than 12 point acceptable for tables, graphs, graphics, and other images, as long as it is readable?	Respondents may use smaller than 12 point font for graphics, tables, graphs and organizational charts provided that all text is legible.
55	N/A	Is there a file size limit for emailed submissions? If the technical response exceeds that file size limit, is it acceptable to break the PDF into multiple files and send under separate emails?	Please see response to question 27
56	N/A	Page 12, item 4.6: Please clarify if a certificate of insurance should be provided with the proposed technical response, or only after award has been made.	After award has been made
57	RFP Section 6.2 Section A Mandatory Requirements, page 19	Page 18, Item 6.2: The first six items listed in the table will not have a page number associated with it. Please clarify if it will be appropriate to leave the page number blank for these six items or if we should mark the page number as "N/A" or with some other designation.	Respondents can leave those items blank in 6.2 Section A Mandatory Requirements as they are general items and not specific to any one page.
58	RFP Section 6.1 Statement of Certifications and Assurances, page 18	Will you accept the signature of the Chief Operations Officer on the Statement of Certifications and Assurances?	Yes, only so long as they have the legal authority to bind the proposing entity to the provisions of the RFP and any contract awarded pursuant to it. Per the RFP, if the individual signing is not the President or Chief Executive Officer, a respondent must attach evidence showing the individual's authority to bind the Respondent.
59	RFP Attachment 6.3 Cost Proposal pages 28-29	Will you accept pricing models other than AWP in the Cost Proposal?	No. the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information
60	RFP Att. 6.6 Pro Forma Scope Section A pages 37-41	Can you provide current census and payer mix for each location?	Murfreesboro-PP 20%, Medicare 3%, Medicaid 25%, VA Higher Per Diem 52%. Humboldt-PP 27%, Medicare 6%, Medicaid 35%, Insurance 1%, VA Higher Per Diem 31%. Knoxville-PP 40%, Medicare 5%, Medicaid 23%, Insurance 5%, VA Higher Per Diem 27%. Clarksville-PP 14%, Medicare 6%, Medicaid 29%, VA Higher Per Diem 52%

**3. Delete RFP Attachment 6.6 Pro Forma Contract Section D.32 Insurance in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage

must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to ~~name-include~~ the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies, ~~referenced here within,~~ must contain an endorsement for a waiver of subrogation in favor of the State. ~~Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State.~~ The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. ~~In the event of a claim from a third party naming the State of Tennessee with allegations arising directly out of the products and/or services rendered under this contract, the State of Tennessee reserves the right to request the Contractor to provide access to any and all policy(ies) required by these insurance requirements, including all endorsement(s), within 30 business days of such request. Contractor will be permitted to redact any references or endorsements to other customer (non-State of Tennessee) information before providing access to the policies. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.~~

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent

the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the **minimum** insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).  
The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
  - i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Contractor employs fewer than five (5) employees;
  - ii. The Contractor is a sole proprietor;
  - iii. The Contractor is in the construction business or trades with no employees;
  - iv. The Contractor is in the coal mining industry with no employees;
  - v. The Contractor is a state or local government; or
  - vi. The Contractor self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
  - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase “extended reporting” or “tail coverage” for a minimum of five (5) full years from the date of the final Contract payment.
- 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

4. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.